

# **THE CITY OF MARIETTA**

**SOLICITATION FOR QUALIFICATIONS**

## **REQUEST FOR QUALIFICATIONS FOR GENERAL INFRASTRUCTURE CONSTRUCTION SERVICES**

**RFQ-16-038199**



**CITY OF MARIETTA  
PURCHASING DEPARTMENT  
205 Lawrence Street  
Marietta, Georgia, 30060  
770-794-5697**

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# **INSTRUCTIONS FOR PROPOSAL SUBMITTAL**

## **ARTICLE 1 TIME AND DATE DUE**

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Friday, October 30, 2015 for the following:

### **REQUEST FOR QUALIFICATIONS FOR GENERAL INFRASTRUCTURE CONSTRUCTION SERVICES**

**RFQ-16-038199**

All proposal requirements shall be in accordance with Request for Qualifications Pages SOW 1-3 and attached hereto.

## **ARTICLE 2 OPENING LOCATION & TIME**

Names of vendors submitting proposals shall be read out loud at 11:00 A.M., Friday, October 30, 2015 at the City of Marietta Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. A public opening of proposals will not occur at the date and time indicated above. Proposals received will be officially recorded, and this recordation will be made available to the public. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. Negotiations will be conducted in accordance with the procedures described in this solicitation.

## **ARTICLE 3 PRE-PROPOSAL CONFERENCE**

There will be no Pre-Proposal conference for this proposal.

## **ARTICLE 4 DELIVERY REQUIREMENTS**

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

## **ARTICLE 5 CLARIFICATION & ADDENDA**

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation for proposal shall be made through the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same. However, it shall be the responsibility of each proposer to contact the City of Marietta, Purchasing Department at 770-794-5697 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.

## **ARTICLE 6 USE AND CLARIFICATION OF SPECIFICATIONS**

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

## **ARTICLE 7 BUSINESS LICENSE**

The proposer shall provide appropriate proof of a current Business License.

**ARTICLE 8 SEALED & MARKED**

**SIX (6) SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR QUALIFICATIONS FOR GENERAL INFRASTRUCTURE  
CONSTRUCTION SERVICES  
RFQ-16-038199**

and addressed to:

**City of Marietta, Purchasing Department  
205 Lawrence Street  
Marietta, Georgia 30060  
Attention: Shelly Drewry  
Purchasing Agent II**

**ARTICLE 9 LEGAL NAME**

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

**ARTICLE 10 PROPOSAL EXPENSES**

All expenses for making proposals to the City are to be borne by the proposer.

**ARTICLE 11 IRREVOCABLE OFFER**

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected, in discrepancies between unit price vs. extended price, unit price shall govern, errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

## **ARTICLE 12 RESERVED RIGHTS**

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

## **ARTICLE 13 APPLICABLE LAWS**

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

## **ARTICLE 14 CODE OF ETHICS**

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

## **ARTICLE 15 COLLUSION**

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 15.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **ARTICLE 16 CONTRACT FORMS**

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

## **ARTICLE 17 NOTICE OF ACCEPTANCE**

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

## **ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES**

**Proposals shall be submitted on attached City forms. *PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.***

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT A”** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

## **ARTICLE 19 DISCOUNTS**

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

## **ARTICLE 20 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

## **ARTICLE 21 TAXES**

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.



## **ARTICLE 22 USE OF TRADE NAMES**

Brand or trade names referenced in specifications are for comparison purposes only. Proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

## **ARTICLE 23 REGULATIONS, CODES AND STANDARDS**

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

## **ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION**

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.

## **ARTICLE 25 INSURANCE, INDEMNIFICATION, AND LIABILITY**

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

### **A. INSURANCE**

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

**I. Worker's Compensation Insurance** **Statutory**

**II. Comprehensive General Liability Insurance including:**

<b>Bodily Injury</b>	<b>\$1,000,000 per person</b>
	<b>\$1,000,000 per occurrence</b>
<b>Property Damage</b>	<b>\$1,000,000 per person</b>
	<b>\$1,000,000 annual aggregate</b>

**III. Automobile Liability Insurance including:**

**\$1,000,000 combined single  
limit**

### **B. INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

### **C. LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

#### **ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

#### **ARTICLE 27 DRUG FREE WORKPLACE**

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

#### **ARTICLE 28 WORK AUTHORIZATION PROGRAM**

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

**EXHIBIT A**  
**ALTERATIONS /EXCEPTIONS**

**SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED**

## **EXHIBIT B**

### **Drug Free Work Place Certification**

**Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:**

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

## EXHIBIT C

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

### Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## ***EXHIBIT D***

### **City of Marietta Request for Qualifications SCOPE OF SERVICES for General Infrastructure Construction Services for City of Marietta October 9, 2015**

#### **Background**

The City of Marietta is seeking general construction contractors to provide construction services for infrastructure related projects within the City of Marietta limits. This contract will be funded by the City of Marietta's 2011 SPLOST and 2016 SPLOST programs. Each general contract is expected to last until December 31<sup>st</sup>, 2022 with the option to extend the contract annually. It is the City's intention to establish multiple on-call contractors that are capable of mobilizing and constructing the projects in a quality and timely fashion.

#### **Scope**

The successful contractors that are awarded a construction contract by the City of Marietta will be forwarded the project descriptions and/or will meet on-site with City staff to discuss a project's scope. The contractor will be requested to prepare and submit a proposed scope of service and fee for each specific project task. The contractor's submittal package for the project shall include a detailed description of the services to be provided, a schedule for each task, and a proposed fee structure for the project. The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected contractor. Upon acceptance of a final scope and fee for each project, the City will issue to the contractor a purchase order indicating acceptance of the project proposal and authorization to commence services in accordance with the project proposal.

#### **Services**

The scope of the project and the services to be provided to complete each project will vary. It is expected that certain project tasks may require specialized services to be performed by sub-contractors. The following list of services, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected contractor to complete the General Infrastructure Construction Services for the City of Marietta:

- Construction shall be performed in accordance with the Georgia DOT Standard Specifications, latest edition.
- The contractor shall be experienced in demolition, removal, and installation of concrete curb & gutter and sidewalk as evidenced by successful completion of similar projects.

- The contractor shall be experienced in installation of brick and rock veneers on sidewalk and existing concrete retaining walls as evidenced by successful completion of similar projects.
- The contractor shall be experienced in installation of drainage structures and storm water pipe as evidenced by successful completion of similar projects.
- Work shall be performed by the Contractor in a professional manner in accordance with the means and methods prescribed in applicable local, state, and federal regulations.
- The contractor shall be responsible for the security and operation of his equipment and materials at all times.
- The contractor shall be responsible for traffic control and securing the subject site during the implementation of the project.
- The contractor shall conduct construction operations and remove debris in a manner to ensure minimum interference with roads, streets, sidewalks, and other adjacent occupied facilities. The contractor shall not close or obstruct streets or sidewalks without permission from the City of Marietta or the Georgia DOT.
- The contractor shall conduct construction operations in a continuous and workmanlike manner without delay until the entire scope described herein is completed and accepted by the City of Marietta. The contractor shall conduct construction operations to prevent injury to people and damage to adjacent properties. The contractor shall assure safe passage of people around the construction area.
- The contractor shall comply with hauling and disposal regulations of authorities having jurisdiction.
- The contractor shall remove and transport debris in a manner that prevents spillage on adjacent surfaces or areas.
- The contractor shall clean adjacent areas of dust, dirt, and debris caused by construction operations.
- The contractor shall immediately repair damage to adjacent properties caused by the construction operations at the contractor's expense.
- At all times the Contractor shall maintain the ingress/egress from the site in a manner to prevent vehicles from dragging mud or debris onto public rights of way.
- The contractor shall dispose of all demolition material in accordance with local, state, and federal requirements.
- The contractor shall have a valid Erosion and Sediment Control Contractor's certification issued by the State of Georgia.
- Utility coordination
- Other services as requested by the City of Marietta

## Deliverables

Contractors submitting a Statement of Qualifications shall include the following information:

- Firm information including office location
- Firm experience, in particular with infrastructure related projects. The consultant's proposed project manager shall be identified.
- Prior project experience with Marietta or in the Cobb County vicinity
- Name of insurance carrier and current insurance limits
- Services proposed to be provided by the contractor including a list of proposed sub-consultants specifying services to be provided by each sub-consultant
- Minimum of five (5) references

The contractor shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City. In addition, the contractor shall indicate a preferred method for handling a request for additional insurance coverage, if requested by the City of Marietta. The City of Marietta reserves the right to approve sub-contractors. Incomplete submittals will not be considered. Late submittals will not be accepted.

## Evaluation of Statements of Qualifications

A well-qualified contractor will demonstrate successful completion of multiple infrastructure related projects for municipal clients in a timely manner. References will be contacted to confirm the contractor's history of project performance. The final selection of contractors to support the General Infrastructure Construction Services for the City of Marietta will be made on the basis of qualifications and perceived ability to provide services. The City of Marietta reserves the right to reject any and all statements of qualifications at its sole discretion.